

IX. Department of Health and Social Services -- Gerry Born, Division Administrator,
Division of Community Services

The department requests the transfer of \$530,600 GPR in 1996-97 from the Committee's appropriation under s. 20.865(4)(a) to the appropriation under s. 20.435(3)(cw) in the Department of Health and Social Services for activities related in the termination of parental rights for children in the Milwaukee child welfare system.

Governor's Recommendation

Approve the Department's request and approve 2.00 FTE PRS position authority under s. 20.435(1)(h).



Legislative Fiscal Bureau

One East Main, Suite 301 • Madison, WI 53703 • (608) 266-3847 • Fax: (608) 267-6873

June 27, 1996

TO: Members
Joint Committee on Finance

FROM: Bob Lang, Director

SUBJECT: Higher Educational Aids Board--Section 13.10 Request for Approval of Interstate Educational Agreement Between Southwest Wisconsin Technical College and Northeast Iowa Community College--Agenda Item X

BACKGROUND

Under current law, the governing boards of any publicly-supported, postsecondary institution, with the approval of the Higher Educational Aids Board (HEAB) and the Joint Committee on Finance, may enter into reciprocity agreements with appropriate state educational institutions in other states. The Wisconsin Technical College System (WTCS) Board currently has agreements with institutions in three states: Minnesota, Michigan and Illinois. These agreements are intended to provide students the opportunity to attend institutions which are more conveniently located or which offer programs not available in the students' states of residency. With the exception of the Minnesota agreement which is statewide, all of the agreements are between individual technical college districts. Southwest Technical College (SWTC) does not currently participate in a reciprocity agreement with any other state except Minnesota.

On April 19, 1996, at the request of the State WTCS Board and the governing bodies of SWTC (located in Fennimore) and Northeast Iowa Community College (with campuses in Calmar and Peosta, Iowa), HEAB approved a proposed reciprocity agreement between the two institutions. HEAB requests approval of the proposed agreement by the Joint Committee on Finance as required by statute. If approved, the agreement would take effect immediately.

ANALYSIS

Although the proposed agreement between SWTC and Northeast Iowa Community College (NICC) would be the first of its kind between Wisconsin and Iowa, the agreement would be similar to existing reciprocity agreements between WTCS districts and community colleges in Illinois and Michigan. The agreement would specify that priority for admission to SWTC would be given to SWTC district residents. All students applying to NICC would be accepted on a first-come, first-served basis, regardless of residency. However, after they have been admitted to either institution, students enrolled under the agreement would be given the same priority as residents of the district in which they are enrolled. Either of the two institutions could terminate the agreement by written notice at least 11 months prior to the affected semester. Upon termination of the agreement, participating students would be allowed a maximum of five years from the date of termination to complete their program.

Under the proposed agreement, students would be charged the resident tuition rate for the institution in which they are enrolled. No payments would be made between the institutions or between the two states. In 1996-97, Wisconsin resident tuition will be \$51.20 per credit. While the Iowa Legislature has not yet determined Iowa resident tuition for 1996-97, this rate in 1995-96 is \$62 per credit hour up to 18 credits; there is no charge for additional credits above 18. In 1995-96, nonresidents attending a Wisconsin institution pay \$343.80 per credit and nonresidents attending an Iowa institution pay \$124 per credit hour (up to 18 credits). According to the WTCS Board, approximately 20 students annually are expected to enroll under the agreement.

The SWTC programs available to NICC district residents under the agreement would depend on whether the individual resides in the area served by the NICC campus in Calmar or the NICC campus in Peosta. Similarly, programs offered to SWTC district residents would vary between the Calmar and Peosta campuses. The programs included under the proposed agreement are shown in the attachment.

WTCS Board staff indicate that the primary purpose of the proposed agreement would be to expand program offerings provided to students from both districts while avoiding the creation of new and costly programs and courses. In addition, it is argued that the agreement would provide additional educational opportunities for SWTC district residents for whom, because of their location, it is more convenient to attend NICC.

ALTERNATIVES

① Approve the proposed interstate educational agreement between Southwest Technical College and Northeast Iowa Community College.

2. Deny the Board's request for approval of the proposed agreement.

Prepared by: Merry Bukolt

ATTACHMENT

PROGRAMS INCLUDED UNDER SOUTHWEST WISCONSIN/NORTHEAST IOWA AGREEMENT

SWTC Programs Available to Calmar Area Residents

- Finance
- Food Service Production
- Food Service Management
- Medical Assistant
- Machine Tool Operation
- Engine Machining Technician

SWTC Programs Available to Peosta Area Residents

- Finance
- Food Service Production
- Food Service Management
- Medical Assistant
- Agriculture Power and Equipment Technician
- Auto Body and Paint Technician
- Agri-Business/Science Technology
- Dairy Herd Management

NICC Programs Available at Calmar Campus to SWTC District Residents

- Associate in Arts
- Building Materials Management
- Business Specialist
- Carpentry
- Commercial Residential Electrician
- Construction Management
- Industrial Electrician
- Plumbing, Heating and Air Conditioning

NICC Programs Available at Peosta Campus to SWTC District Residents

- Associate in Arts
- Business Specialist
- Carpentry
- Diesel Mechanics
- Heating and Air Conditioning
- Nondestructive Testing Technician

MO# A/H. #1

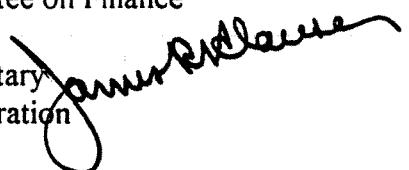
✓BURKE	Y	N	A
ANDREA	Y	N	A
GEORGE	Y	N	A
DECKER	Y	N	A
JAUCH	Y	N	A
WINEKE	Y	N	A
WEEDEN	Y	N	A
COWLES	Y	N	A
BRANCEL	Y	N	A
FOTI	Y	N	A
SCHNEIDERS	Y	N	A
OURADA	Y	N	A
HARSDORF	Y	N	A
PORTER	Y	N	A
LINTON	Y	N	A
COGGS	Y	N	A

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CORRESPONDENCE MEMORANDUM**STATE OF WISCONSIN
Department of Administration**

Date: June 11, 1996

To: Members, Joint Committee on Finance

From: James R. Klauser, Secretary
Department of Administration 

Subject: Section 13.10 Request from the Higher Educational Aids Board for approval of an interstate agreement as required by s. 39.42.

Request

The Higher Educational Aids Board (HEAB) seeks the approval of the Joint Committee on Finance (JCF) regarding a proposed interstate agreement between Southwest Technical College (SWTC) and Northeast Iowa Community College (NICC) of Iowa, as required by s. 39.42.

Background

Under s. 39.42, HEAB has the authority to approve interstate agreements between public, postsecondary educational institutions in Wisconsin and those institutions in other states. There are currently four active reciprocity agreements with the state of Illinois, the most recent of which was approved by the JCF in September 1995. The other four agreements include the following institutions: Gateway Technical College (Kenosha) and Lake County Community College (Illinois); Gateway Technical College and McHenry County Community College (Illinois); Chippewa Valley Technical College (Eau Claire Area) and Rock Valley College (Rockford); and Blackhawk Technical College (Janesville) and Rock Valley College. In addition, the WTCS also has agreements with institutions in Michigan and Minnesota.

This proposed agreement would treat students attending SWTC and NICC as in-state residents of the district in which they are enrolled. For the 1995-96 school year, Wisconsin resident tuition is \$48.20 per credit while NICC's resident tuition is \$62 per credit. This agreement is unlike the statewide Wisconsin-Minnesota reciprocity agreement as no payments will be made between the two participating institutions or states. Programs offered under the proposed agreement are listed in the Appendix.

The HEAB Board approved the interstate agreement at its April 19, 1996 meeting by a unanimous vote.

Analysis

Other than the individual courses of study offered, the proposed agreement under consideration is nearly identical to the four existing WTCS agreements with Illinois community colleges. This agreement differs slightly from other WTCS agreements due to NICC's three separate Iowa campuses. Since some programs of study are offered

only on certain NICC campuses, Wisconsin residents seeking a certain program may need to attend a particular NICC campus. Similarly, Iowa residents living in particular Iowa "recruiting areas" may only enroll in those SWTC programs not offered by their corresponding NICC campus back home.

WTCS staff indicate the proposed agreement would provide students at both colleges with the opportunity to participate in programs of study not currently available at their respective institutions. WTCS staff also cite other benefits, which include making additional training opportunities available to Wisconsin employers (who may prefer a program at a particular institution) and filling classroom slots that would otherwise be left unfilled. Ten students are expected to cross the border in each direction.

The proposed agreement would likely have little fiscal impact as WTCS staff estimate 10 students from each institution would likely participate in the reciprocity program in the 1996-97 school year. In addition, the sharing of resources (equipment, facilities and staff) will allow each institution to avoid having to establish any new programs and expenses it may otherwise incur on its own if it created new courses of study. Finally, both states should realize additional funds by filling available slots that would otherwise be left empty.

Recommendation

Approve the request.

Prepared by: Brian Pahnke
264-8259

APPENDIX

Southwest Programs

Finance
Food Service Production
Food Service Management
Medical Assistant
Agri Power & Equipment Technician
Auto Body and Paint Technician
Machine Tool Operation
Agri-Business/Science Technology
Dairy Herd Management
Engine Machining Technician

NICC Programs

Associate in Arts
Building Materials Management
Business Specialist
Carpentry
Commercial Residential Electrician
Construction Management
Diesel Mechanics
Heating & Air Conditioning
Industrial Electrician
Nondestructive Testing Technician
Plumbing, Heating & Air Conditioning

Tommy G. Thompson
Governor

Valorie T. Olson
Executive Secretary



HEAB Mailing Address:
Post Office Box 7885
Madison, WI 53707-7885

FAX No. 267-2808

State of Wisconsin Higher Educational Aids Board

131 West Wilson Street, Madison, Wisconsin

INTERSTATE EDUCATION AGREEMENT

SOUTHWEST WISCONSIN TECHNICAL COLLEGE DISTRICT AND NORTHEAST IOWA COMMUNITY COLLEGE

The Higher Educational Aids Board will be represented by the Executive Secretary, Valorie T. Olson, at the June 18, 1996 meeting of the Joint Committee on Finance.

BRIEF SUMMARY OF REQUEST

This is a new agreement, and other than individual program designations, all provisions within the proposed agreement are identical to other interstate agreements currently in force between Wisconsin Technical Colleges and other colleges and Illinois institutions.

BACKGROUND OF THE REQUEST

This interstate agreement stems from a desire to expand training opportunities for Wisconsin residents and to make available training opportunities for Wisconsin employers. Based upon the precedent provided by existing interstate agreements, it would be good public policy for the agreement to be approved.

HOW THE REQUEST MEETS THE STATUTORY CRITERIA

The purpose of s. 39.42 is met through the continuation and necessary enhancement of these Agreements which ensure that optimum use of educational facilities and programs in Wisconsin and Iowa are met.

A JOINT EDUCATION AGREEMENT
BETWEEN NORTHEAST IOWA COMMUNITY COLLEGE
AND SOUTHWEST WISCONSIN TECHNICAL COLLEGE

THIS AGREEMENT entered into this 25th day of January, 1996, by and between the BOARD OF TRUSTEES OF NORTHEAST IOWA COMMUNITY COLLEGE, hereinafter referred to as NICC, and SOUTHWEST WISCONSIN TECHNICAL COLLEGE DISTRICT BOARD, hereinafter referred to as SWTC. The purpose of this Agreement is to provide additional educational program opportunities to the students that live in each district. Programs included under this Agreement are as follows:

SWTC Programs Available to NICC Residents
Living in the Calmar (C) and Peosta (P) Recruiting Areas

Finance	C/P
Food Service Production	C/P
Food Service Management	C/P
Medical Assistant	C/P
Agri Power & Equipment Technician	P
Auto Body and Paint Technician	P
Machine Tool Operation	C
Agri-Business/Science Technology	P
Dairy Herd Management	P
Engine Machining Technician	C/P

NICC Programs Available to SWTC Residents

Associate in Arts	C/P
Building Materials Management	C
Business Specialist	C/P
Carpentry	C/P
Commercial Residential Electrician	C
Construction Management	C
Diesel Mechanics	P
Heating & Air Conditioning	P
Industrial Electrician	C
Nondestructive Testing Technician	P
Plumbing, Heating, & AC	C

WHEREAS, it is the desire of the parties hereto to expand educational services to the greatest number of students in each district served by the parties; and

WHEREAS, NICC is empowered by virtue of Section 28E.9, 28E.10, 28E.8, and 260C.14, Code of Iowa, to enter into a reciprocal tuition agreement.

§28E.9 Status of interstate agreement.

...Such agreements shall, before entry into force, be approved by the attorney general who shall determine whether the agreement is in proper form and compatible with the laws of this state.

§28E.10 Approval of statutory officer.

If an agreement made pursuant to this chapter shall deal in whole or in part with the provision of services or facilities with regard to which an officer or agency of the state has constitutional or statutory powers of control, the agreement shall, as a condition precedent to its entry into force, be submitted to the state officer or agency having such power of control and shall be approved or disapproved as to all matters within the state officer's or agency's jurisdiction.

§28E.8 Filing and recording.

Before entry into force, an agreement made pursuant to this chapter shall be filed with the secretary of state and recorded with the county recorder.

WHEREAS, SWTC is empowered by virtue of Section 512-39.42 of the State of Wisconsin Revised Statutes which has been amended to:

"39.42 INTERSTATE AGREEMENTS. The board, with the approval of the joint committee on finance acting under s.13.101, or the governing boards of any publicly supported institution of post high school education, with the approval of the board and the joint committee on finance acting under s.13.101, may enter into agreements or understandings which include remission of nonresident tuition for designated categories of students at state institutions of higher education with appropriate state agencies and institutions of higher education in other states to facilitate use of public higher education institutions of this state and other states. Such agreements and understandings shall have as their purpose the mutual improvement of educational advantages for residents of this state and such other states or institutions of other states with which agreements are made"; and

WHEREAS, the parties hereto believe this Agreement should be one means of implementing a viable method of cooperation between the parties hereto; and

WHEREAS, by means of this Agreement, the parties hereto desire to share programs of each institution and thereby maximize the utilization of the finances, facilities, equipment, and personnel of each institution, and by so doing, provide educational services that might otherwise be impracticable for either of the parties individually; and

WHEREAS, the parties hereto believe that implementation of this Agreement holds great promise for further development of higher education in Iowa and Wisconsin.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. INSTITUTIONAL IDENTIFICATION

For the purpose of the Agreement, the district sending the students to another district will be referred to as the "sending district," and the institution receiving students from another district will be referred to as the "degree granting institution."

2. TERMS OF AGREEMENT

Any educational program offered by Northeast Iowa Community College shall be a program approved by the Iowa State Board of Education and any program offered by Southwest Wisconsin Technical College shall be a program approved by the Wisconsin Technical College System Board.

The presidents of the participating colleges or their designees will be responsible for the administration of this agreement. The parties to this agreement do not contemplate the joint acquisition of any real or personal property to be used in this joint undertaking.

3. DURATION AND TERMINATION OF AGREEMENT

The administration of each of the parties hereto shall confer and agree upon an educational program to be subject to the terms of this Agreement prior to the beginning of such an instructional offering, and such initial Agreement shall be in force until either party issues a letter of intent to cancel the Agreement. This Agreement may be terminated at the request of either party provided such notice is given in writing eleven (11) months prior to the affected semester. In the event of termination, students who have entered a program will be allowed a maximum of five years from the date of termination to complete the program under the terms of this Agreement.

4. AMENDMENT TO AGREEMENT

Amendments and/or revisions to this Agreement may be made in writing at any time by mutual consent of all parties. The procedure for approval of such amendments and/or revisions shall follow the same procedure employed in securing approval by all parties in the original cooperative agreement.

5. CLASS SCHEDULES

Institutional class schedules shall be exchanged and kept available for student planning.

6. APPLICATION

Applications of first time students that start classes at SWTC will be subject to the State Statute TCS 10.07, which states:

(2) District residents who apply on or before the following dates shall have admission priority:

1. For programs commencing anytime during the fall semester, the preceding January 1.

2. For programs commencing anytime during the spring semester, the preceding May 1.

3. For programs commencing anytime during the summer semester, the preceding October 1.

(b.) After the dates provided, district residents shall have priority equal to nondistrict state residents for program admission.

(5)(c) Waiting list applicants shall have priority over all other applicants for admission in subsequent terms and shall be admitted in the order of their original application for admissions.

(8) Students who apply for district admission under a reciprocity agreement will be considered nondistrict residents and will be subject to the admissions dates established above.

Students making application to NICC will be accepted on a first-come, first-served basis, regardless of residency.

7. REGISTRATION

Students registering at the "degree granting institution" shall be treated as members of that district for the terms of their enrollments. The "degree granting institution" shall retain the rights to deny registration if the requested courses are not considered to be appropriate to this Agreement.

8. ADDITIONAL EDUCATIONAL SERVICES

The "degree granting institution" shall provide support services for students from the "sending district," similar to those provided for any other student at its campus.

Courses, seminars, workshops, and in-service programs related to any educational program bound by this Agreement may be offered within the district

confines of either institution by making the other aware of the offering. Said programs may be carried on singly by the "sending" or "degree granting institution" or jointly by both institutions.

9. AWARDING OF DEGREES

Students who complete their program requirements may participate in commencement exercises at the "degree granting institution."

10. MINIMUM OF INSTRUCTIONAL DAYS

The parties understand and agree that the minimum amount of instructional time required by the "degree granting institution" will meet the credit requirements for course completion.

11. SCHOLARSHIPS AND STUDENT ACTIVITIES

The "degree granting institution" shall be considered the home district for the student. Students from the "sending district" may be eligible at the "degree granting institution" for any of the extracurricular activities, scholarships, or other recognition of excellence in the program for which they are enrolled at the "degree granting institution."

The person responsible for financial aid at each institution shall work closely with each other to insure accuracy of records and the greatest support possible to students.

12. RECORDS

The "degree granting institution" shall maintain appropriate full-time equivalency (FTE), head count, program, and course enrollment records for students from the "sending district" in accordance with standard procedures while that student is in

attendance, and will provide copies of said records to the "sending district" and interested state agencies upon request, so long as established procedures are followed.

13. PUBLICITY

This Agreement shall be duly publicized in the participating district's catalogs and other informative brochures consistent with institutional policy or other similar publicity.

14. IDENTIFICATION OF CONDITIONS OF AGREEMENT TO STUDENTS

A student shall be subject to all normal operating rules and conditions of the campus he/she is on at any given time.

15. CONTRACTUAL RATES CHARGED STUDENTS

This contractual rate shall be based upon the institution's in-district, in-state charge.

16. REIMBURSEMENT

The "degree granting institution" shall ascertain whether it is eligible to file any claims for federal reimbursement for any student enrolled in its classes.

17. STATE AND OTHER FUNDING

Private or foundation grants which further the educational goals of and generally benefit all students attending the "degree granting institution," whether or not they are "sending district" students, may be applied for either separately or jointly. In no event shall the ability of either or both parties to obtain federal or state educational funds be jeopardized.

18. FINANCIAL AID

The "degree granting institution" shall provide all financial aid that the student is eligible.

19. VETERAN REPORTING REQUIREMENTS

The "degree granting" district shall meet the reporting requirements of the Veterans Administration.

20. TRANSPORTATION

Students shall be responsible and liable for their own transportation to and from both "sending" and "degree granting" districts.

21. EFFECTIVE DATE

This agreement shall be effective upon approval of the appropriate boards and agencies and upon filing with the secretary of the State of Iowa and being recorded with the appropriate county recorder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in

duplicate as of the date and year first above written.

BOARD OF TRUSTEES OF
NORTHEAST IOWA COMMUNITY
COLLEGE

Arthur E. Johnston
Chairman of the Board

Ed. Rolan
President

Janet Bullerman
Attest: Secretary of the Board

Date: _____

Effective Date: _____

SOUTHWEST WISCONSIN TECHNICAL
COLLEGE DISTRICT BOARD

A. Bruce Bralley
Chairman of the Board

Richard A. Rogers
President

Robert L. Rands
Attest: Secretary of the Board

Date: 1/25/96

Dwight A. York
Dwight A. York, State Director
Wisconsin Technical College System Board

Val Olsen
Val Olsen, Executive Secretary
State of Wisconsin Higher Ed Aids Board

Iowa Department of Education